

PROFESSIONAL SERVICES SUBCONTRACTOR AGREEMENT

This Professional Subcontractor Services Agreement ("Agreement") is made and entered into on _____ day of _____, 20 _____, by and between [Client Company Name], a [State] corporation with its principal place of business at _____ ("Client") and [Subcontractor Company Name], a [State] corporation with its principal place of business at _____ ("Subcontractor").

WHEREAS, Client desires to engage Subcontractor to provide professional services to Client;

WHEREAS, Subcontractor represents that it has the necessary expertise and experience to provide the services required by Client;

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Subcontractor agrees to provide to Client the professional services described in Exhibit A (the "Services"), which is attached hereto and incorporated herein by reference. Subcontractor shall perform the Services in a professional and workmanlike manner, and in accordance with the highest industry standards.
2. **Term.** This Agreement shall commence on MM/DD/YYYY and shall continue until the completion of the Services, unless terminated earlier by either party in accordance with the terms of this Agreement.
3. **Compensation.** Client agrees to pay Subcontractor for the Services rendered in accordance with the payment schedule set forth in Exhibit B, which is attached hereto and incorporated herein by reference.
4. **Independent Contractor Status.** Subcontractor is an independent contractor and not an employee or agent of Client. Subcontractor shall be solely responsible for payment of all taxes, including federal, state, and local taxes, and for compliance with all applicable labor and employment laws. Subcontractor shall not be entitled to any benefits provided to Client's employees.
5. **Confidentiality.** Subcontractor agrees to keep confidential all non-public information disclosed by Client or obtained by Subcontractor in connection with the performance of the Services. Subcontractor shall not disclose such information to any third party without Client's prior written consent.

6. **Intellectual Property.** All intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in any work product created by Subcontractor in connection with the Services shall belong to Client.
7. **Representations and Warranties.** Subcontractor represents and warrants that it has the necessary expertise and experience to perform the Services, and that the Services will be performed in a professional and workmanlike manner, in accordance with industry standards. Subcontractor further represents and warrants that it has all necessary licenses, permits, and certifications to perform the Services, and that its performance of the Services will not infringe upon any intellectual property or other rights of any third party.
8. **Indemnification.** Subcontractor agrees to indemnify and hold harmless Client, its affiliates, officers, directors, employees, and agents from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to Subcontractor's breach of this Agreement or the negligent or intentional acts or omissions of Subcontractor or its employees or agents in the performance of the Services.
9. **Insurance.** Subcontractor shall maintain, at its own expense, insurance coverage sufficient to protect it and Client against any and all liability arising out of Subcontractor's performance of the Services, including, but not limited to, commercial general liability insurance, professional liability insurance, and workers' compensation insurance. Subcontractor shall provide Client with certificates of insurance evidencing such coverage upon request.
10. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, Subcontractor agrees not to directly or indirectly solicit or hire any employee of Client or its affiliates without the prior written consent of Client.
11. **Assignment.** Subcontractor shall not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of Client.
12. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by email or other electronic means of communication to the parties at the addresses set forth below:

ADDRESS OF CONTRACTOR: _____

ADDRESS OF SUBCONTRACTOR: _____

13. **Termination.** Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, Subcontractor shall immediately return all Client materials and confidential information in its possession.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of _____
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties.
16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. **Waiver.** The waiver by either party of any breach of this Agreement shall not be construed as a waiver of any subsequent breach.
18. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable.
19. **Survival.** The provisions of this Agreement that by their nature are intended to survive the termination or expiration of this Agreement, including but not limited to, Sections 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, and 19, shall survive any such termination or expiration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client/Contractor Signature: _____ Date: _____

Client/Contractor Name: _____

Title: _____

Subcontractor Signature: _____ Date: _____

Subcontractor Name: _____

Title: _____

Additional Attachments

EXHIBIT A [Description of Services]

EXHIBIT B [Payment Schedule]